



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 27, 2002

IN REPLY PLEASE  
REFER TO FILE: PD-2

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**SCOTT AVENUE FROM MULBERRY DRIVE TO LEFFINGWELL ROAD  
CITY OF WHITTIER-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 4  
4 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Chairman of the Board to sign the cooperative agreement with the City of Whittier to reconstruct the deteriorated roadway pavement on Scott Avenue from Mulberry Drive to Leffingwell Road, which is jurisdictionally shared with the City. The agreement provides for the County to perform the preliminary engineering and administer the construction of the project with the City to contribute a fixed amount of \$127,000 toward the cost of the project. Under the terms of the agreement, the City is to finance its fixed contribution toward the cost of the project by utilizing all of its available Aid-to-Cities allocation credit in the County's Road Fund (\$5,484) and other City funds. The total project cost is currently estimated to be \$1,050,000 with the City's share being \$127,000 and the County's share being \$923,000.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Whittier and the County propose to reconstruct the deteriorated roadway pavement on Scott Avenue from Mulberry Drive to Leffingwell Road, which is jurisdictionally shared with the City. The work also includes the reconstruction of curb, gutter, cross gutter, driveways, and sidewalk and wheelchair ramps. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

### **Implementation of Strategic Plan Goals**

This action meets the County's Strategic Plan Goal of Service Excellence. By improving the subject roadway, residents of the City and unincorporated area who travel on this street will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

The total project cost is currently estimated to be \$1,050,000 with the City's share being \$127,000 and the County's share being \$923,000. Funding for this project is included in the proposed Fiscal Year 2002-03 Road Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed agreement, which has been approved as to form by County Counsel, provides for the County to perform the preliminary engineering and administer the construction of the project with the City to contribute a fixed amount of \$127,000 toward the cost of the project. Under the terms of the agreement, the City is to finance its fixed contribution toward the cost of project by utilizing all of its available Aid-to-Cities allocation credit (\$5,484) in the County's Road Fund and other City funds.

### **ENVIRONMENTAL DOCUMENTATION**

On March 12, 2002, Synopsis 41, your Board made a finding that this project is categorically exempt from the provisions of the California Environmental Quality Act.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Scott Avenue is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

The Honorable Board of Supervisors  
June 27, 2002  
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## **CONCLUSION**

Enclosed are two copies of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked "CITY ORIGINAL" to us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

ESC:yr  
C012334  
A:\SCOTT AVE AGREEMENT.wpd

Enc.

cc: Chief Administrative Office  
County Counsel

## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF WHITTIER, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

## W I T N E S S E T H

WHEREAS, Scott Avenue is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to reconstruct the deteriorated roadway pavement on Scott Avenue from Mulberry Drive to Leffingwell Road including the reconstruction of curb, gutter, cross gutter and driveways, and the construction of sidewalk and wheelchair ramps, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is jurisdictionally shared between CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, "COST OF PROJECT" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, and construction survey for PROJECT, as more fully set forth herein; and

WHEREAS, CITY is to contribute a fixed amount of One Hundred Twenty-seven Thousand and 00/100 Dollars (\$127,000.00) toward the COST OF PROJECT; and

WHEREAS, COUNTY is willing to finance the COST OF PROJECT in excess of CITY'S fixed contribution; and

WHEREAS, COST OF PROJECT is currently estimated to be One Million Fifty Thousand and 00/100 Dollars (\$1,050,000.00) with CITY'S share being One Hundred Twenty-seven Thousand and 00/100 Dollars (\$127,000.00) and COUNTY'S share being Nine Hundred Twenty-three Thousand and 00/100 Dollars (\$923,000.00); and

WHEREAS, CITY proposes to finance a portion of its fixed contribution toward COST OF PROJECT by utilizing all of its available Aid-To-Cities (ATC) allocation credit in COUNTY'S Road Fund, currently estimated to be Five Thousand Four Hundred Eighty-four and 00/100 Dollars (\$5,484.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To contribute a fixed amount of One Hundred Twenty-seven Thousand and 00/100 Dollars (\$127,000.00) toward the COST OF PROJECT.
- b. To utilize all of the CITY'S available ATC allocation credit of Five Thousand Four Hundred Eighty-four and 00/100 Dollars (\$5,484.00) to finance a portion of CITY'S fixed contribution.
- c. To deposit with COUNTY, after the execution of this agreement and upon demand by COUNTY, sufficient CITY funds to finance CITY'S remaining fixed contribution, currently estimated to be One Hundred Twenty-one Thousand Five Hundred Sixteen and 00/100 Dollars (\$121,516.00). Said demand will consist of a billing invoice prepared by COUNTY.
- d. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of these utilities and facilities that interferes with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- e. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- f. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction.

(2) COUNTY AGREES:

- a. To perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- b. To finance the COST OF PROJECT in excess of CITY'S fixed contribution of One Hundred Twenty-seven Thousand and 00/100 Dollars (\$127,000.00).
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- e. Upon completion of PROJECT, to maintain in good condition and at COUNTY expense all improvements constructed as part of PROJECT within COUNTY'S jurisdiction

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS.

- a. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, required materials, detour, signing and striping, construction inspection and engineering, construction survey, utility relocation, contract administration, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- b. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- c. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.
- d. That if CITY'S payment, as set forth in paragraph (1) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, prior to award of PROJECT, COUNTY may delay award of PROJECT, pending receipt of CITY'S payment.
- e. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.
- f. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult each other, but the orders of the COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final.

- g. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. David Mochizuki  
Director of Public Works  
City of Whittier  
13230 East Penn Street  
Whittier, CA 90602-1772

COUNTY:

Mr. James A. Noyes  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- i. This AGREEMENT shall not take effect unless and until COUNTY, pursuant to Section 1700 of the Streets and Highways Code of the State of California, declares the portion of Scott Avenue from Mulberry Drive to Leffingwell Road within CITY to be part of COUNTY System of Highways for the purpose of constructing the improvements described herein, and CITY, pursuant to Section 1701 of aforementioned Code, consents to said street becoming part of COUNTY System of Highways for said purpose.
- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.



- k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- l. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- m. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32044 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF WHITTIER on\_\_\_\_\_, 2002, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2002.

ATTEST:

COUNTY OF LOS ANGELES

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By\_\_\_\_\_Chairman, Board of Supervisors

By\_\_\_\_\_Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By\_\_\_\_\_Deputy

CITY OF WHITTIER

By\_\_\_\_\_Mayor

ATTEST:

APPROVED AS TO FORM:

By\_\_\_\_\_City Clerk

By\_\_\_\_\_City Attorney